

# INVENTION ASSIGNMENT AGREEMENT

Parties: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Assignor Information:

Full Name or Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Assignee Information:

Full Name or Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

### 1. Assignment of Inventions

Assignor hereby assigns and agrees to assign to Assignee all right, title, and interest in and to all inventions, discoveries, improvements, processes, developments, designs, works of authorship, mask works, trade secrets, and other materials (collectively, "Inventions") that Assignor solely or jointly conceives, develops, reduces to practice, or fixes in a tangible medium of expression during the term of Assignor's engagement or relationship with Assignee or using Assignee's resources.

### 2. Disclosure and Documentation

Assignor agrees to disclose promptly in writing to Assignee all Inventions and to provide Assignee with all information, documents, and assistance necessary to secure Assignee's rights in the Inventions, including executing all applications, assignments, or other instruments.

### 3. Excluded Inventions

This Agreement does not apply to any invention that qualifies fully under any applicable law as an invention made entirely on Assignor's own time without using Assignee's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate to Assignor's work or result from any work performed by Assignor for Assignee.

### 4. Work for Hire

Assignor agrees that all copyrightable works created by Assignor within the scope of engagement with Assignee shall be considered "works made for hire" and all ownership rights shall belong exclusively to Assignee.

### 5. Confidentiality

Assignor shall hold in confidence and not disclose to any third party any confidential, proprietary, or trade secret information of Assignee and shall use such information solely for Assignee's benefit.

### 6. Representations and Warranties

Assignor represents that Assignor has full authority to enter into this Agreement, that the Inventions are original to Assignor, and that to Assignor's knowledge, the Inventions do not infringe upon any third party's rights.

### 7. Further Assurances

Assignor agrees to execute and deliver all documents and take all actions reasonably requested by Assignee to perfect Assignee's rights in the Inventions.

**8. Term and Termination**

The obligations under this Agreement with respect to the assignment and confidentiality of Inventions shall continue beyond the termination of Assignor’s engagement or relationship with Assignee for any reason.

**9. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of law principles. Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, understandings, and communications, whether oral or written.

**11. Amendments**

Any amendments to this Agreement shall be in writing and signed by both parties.

**12. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13. Waiver**

No waiver of any breach or failure to enforce any provision shall constitute a waiver of any other provision or future breaches.

**14. Assignment**

Assignee may assign this Agreement or any rights hereunder without Assignor’s consent; Assignor may not assign this Agreement without Assignee’s prior written consent.

**15. Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one agreement.

**16. Notices**

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means evidencing transmission and receipt.

**ASSIGNOR'S SIGNATURE**

**ASSIGNEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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